

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DEVITO VERDI, INC.,

Plaintiff,

-v-

LEGAL SEA FOODS, LLC and LEGAL SEA
FOODS, INC.,

Defendants.

No. 1:21-cv-1007

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff DeVito Verdi, Inc. (“DeVito/Verdi”), by its attorneys Davis & Gilbert LLP, as and for its Complaint against defendants Legal Sea Foods, LLC and Legal Sea Foods, Inc. (together, “Legal Sea Foods” or “Defendants”), hereby alleges as follows:

INTRODUCTION

1. This is an action for breach of contract arising from Legal Sea Foods’ failure to pay \$627,760 due and owing to DeVito/Verdi for advertising, marketing and related services.

THE PARTIES

2. DeVito/Verdi is a New York corporation with its principal place of business located at 330 Hudson Street, 16th Floor, New York, New York 10013. DeVito/Verdi is an advertising, marketing and public-relations agency.

3. Upon information and belief, at all relevant times, Legal Sea Foods, LLC has been a Delaware limited liability company with its principal place of business located in Boston, Massachusetts, and Legal Sea Foods, Inc. has been a Delaware corporation with its principal place of business located in Boston, Massachusetts. Defendants operate seafood restaurants and otherwise sell prepared seafood products to the general public.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1332 because DeVito/Verdi is a citizen of the State of New York; Defendants are citizens of Delaware and/or Massachusetts; and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(2) and (3) and (c)(2) because Defendants are foreign companies subject to jurisdiction in this District, and also because a substantial part of the events or omissions giving rise to DeVito/Verdi's claims occurred in this District.

FACTUAL ALLEGATIONS

6. DeVito/Verdi and Legal Sea Foods are parties to two written agreements pursuant to which DeVito/Verdi provided advertising, marketing, public-relations and media-related services for Legal Sea Foods (the "Contracts").

7. Under the first Contract, dated October 12, 2007 and amended on or around January 1, 2016 (the "Advertising Contract"), DeVito/Verdi agreed to provide certain advertising and public-relations services in exchange for a monthly fee and reimbursement of certain expenses incurred by DeVito/Verdi. At all times relevant to this action, DeVito/Verdi's monthly fee under the Advertising Contract was \$45,000.

8. Under the second Contract, dated July 11, 2019 (the "Digital Marketing Contract"), DeVito/Verdi agreed to provide certain digital marketing and management services in exchange for, among other things, a monthly fee of \$15,000. The Digital Marketing Contract supplements – and does not supersede – the Advertising Contract.

9. DeVito/Verdi has fully performed all required services under the Contracts.

10. Without justification, however, Legal Sea Foods has failed to pay DeVito/Verdi \$627,760 for services rendered and expenses incurred under the Contracts for the period from February 1, 2020 to December 1, 2020.

11. DeVito/Verdi, both directly and through counsel, has demanded payment from Legal Sea Foods of the amounts due and owing under the Contracts. Despite multiple demands, Legal Sea Foods has failed and refused to remit the sum of \$627,760, which is currently due and owing.

AS AND FOR A CAUSE OF ACTION
(BREACH OF CONTRACT)

12. DeVito/Verdi repeats and incorporates by reference the allegations set forth in paragraph 1 to 11 of the Complaint as if fully set forth herein.

13. The Contracts constitute valid and binding agreements between DeVito/Verdi and Legal Sea Foods.

14. DeVito/Verdi has performed all of its material obligations under the Contracts.

15. Legal Sea Foods has breached the Contracts by failing to make payments due and owing under these agreements in the amount of \$627,760.

16. DeVito/Verdi has demanded that Legal Sea Foods pay the amounts due and owing under the Contracts, but Legal Sea Foods has failed and refused to make the required payments.

17. As a result of Legal Sea Foods' failure and refusal to make the required payments, DeVito/Verdi has been damaged in the amount of \$627,760.

WHEREFORE, Plaintiff DeVito Verdi, Inc. demands judgment against Defendants Legal Sea Foods, LLC and Legal Sea Foods, Inc. as follows:

(a) Awarding the sum of \$627,760, with costs, disbursements and interest from December 14, 2020; and

(b) Granting such other and further relief as the Court deems just and proper.

JURY DEMAND

DeVito/Verdi hereby demands a trial by jury as to all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: New York, New York
February 3, 2021

DAVIS & GILBERT LLP

By: /s/ Guy R. Cohen
Guy R. Cohen

1675 Broadway
New York, New York 10019
(212) 468-4800
gcohen@dglaw.com

Attorneys for Plaintiff